

OFFICIAL FILE

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ORIGINAL

ILLINOIS COMMERCE COMMISSION

Jeffrey Mandalis Copyright MMVIII

-vs-

2008-0241

Commonwealth Edison Company

Complaint as to billing/charges in
Chicago, Illinois.

ILLINOIS
COMMERCE COMMISSION
2008 JUN 10 A 11:08
CHIEF CLERK'S OFFICE

BRIEF OF COMPLAINANT

Now Comes the Complainant, Jeffrey Mandalis Copyright MMVIII All Rights Reserved,
with a **BRIEF OF COMPLAINANT** pursuant to Section 200.800 of the Rules of Practice before the
Illinois Commerce Commission, and, in support thereof, states as follows:

SUMMARY

The argument of the Complainant may be summarized with two ("2") points:

1. If value is tendered for an obligation and refused, there is discharge of the obligation.
2. A draft of credit of an obligor drawn to the order of an obligee is valuable consideration if the obligee has previously used the credit of the obligor in order to accrue revenue at par value.

ARGUMENTS

1. If value is tendered for an obligation and refused, there is discharge of the obligation.

Pursuant to Illinois Compiled Statutes Chapter 810 Uniform Commercial Code,
Section 5/3-603, Discharge and Payment, if tender of value is refused there is discharge,
equal to the amount of the tender.

No creditor has a right to enforce an interest after the refusal of a tender of value.

2. A draft of credit of an obligor drawn to the order of an obligee is valuable consideration if the obligee has previously used the credit of the obligor in order to accrue revenue at par value.

In order for a service account to be established, the customer must provide their name as evidence of their equity, or their credit, which the utility must have in order to accrue revenue.

If a utility did not have the name of the customer, then they could only debit accounts receivable and credit their operating revenue account upon receipt of remittance of value by the customer, and not upon the issuance of the service bill to the customer *before* the customer remits value.

Otherwise, how could the utility accrue revenue without the faith and credit of their customers?

How could an anonymous occupant be a bonded party to a security agreement to remit value?

Tender of equity, or credit, evidenced by the name of the customer is an offer unconditionally accepted by the utility at par value when service is provided, and is not an invitation to bid.

Tender of credit by the customer and acceptance by the utility forms a valid contract obligating the customer to remunerate the utility with credit and the utility to accept it for value at par.

Nevertheless, many do not realize that it is only their own credit they are obligated to remit, and instead remit the credit of a third party such as a bank of the Federal Reserve system.

Banks of the Federal Reserve system do not pay in dollars, only credit denominated in dollars.

Upon presentment of an obligation to a bank of the Federal Reserve system, no money is paid, as banks only provide *credit on account* or Federal Reserve *notes for dollar denominated credit*.

Only gold and silver coins denominated in dollars are lawful money minted in the United States.

Base metal tokens are not coins, merely only credit tokens that are denominated in lawful dollars.

The government is prejudiced to accept at par, dollar for dollar, base metal credit tokens that are denominated in lawful gold dollars, instead of gold and silver dollar denominated lawful coin money.

Federal Reserve notes are not dollars themselves, but merely notes for dollar denominated credits.

The government is prejudiced to accept at par, dollar for dollar, Federal Reserve notes for lawful gold dollar denominated credits, instead of gold and silver dollar denominated lawful money.

The United States is still on a gold exchange standard, just a floating gold exchange standard instead of the fixed gold exchange standard that existed between 1933 and 1968 where the United States Treasury was obligated to redeem dollars presented by foreign central banks in gold bullion at a par value of thirty-five dollars ("35.00") per fine troy ounce of gold bullion. Today, the government and banks will only redeem their credit obligations with more credits.

The value of the United States dollar is not an arbitrary sum as defined by Public Law 93-110 of September 21, 1973, An Act to Amend the Par Value Modification Act, and is currently equal to *"the equivalent in terms of gold, of forty-two and two-ninths dollars per fine troy ounce of gold."*

Therefore, if the utility debits accounts receivable and credits operating revenue in a sum certain of one thousand dollars ("1,000.00") upon issuance of a bill to a customer with a service account, it is valuing the customer's credit as equal to twenty-three and two-thirds (23 & 2/3) ounces of gold.

The customer is only prejudiced to remit value denominated in dollars to the utility, and according to the operating revenue account of the books of the utility, the customers credit is as good as gold.

The utility cannot refuse to accept the credit of the customer after using that credit to accrue revenue.

Even if the utility wanted to dishonor a presentment of a credit draft of a customer, as set by law the time allowed to give notice is only until midnight of the thirtieth business day after the dishonor as per Illinois Compiled Statutes Chapter 810, Uniform Commercial Code, Section 5/3-503, Dishonor.

The Respondent provided no notice of dishonor to the Complainant within thirty days.


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2008-0241

NOTICE OF FILING

Upon this, the fifth day of the sixth month in the year of twenty zero eight (06/05/2008) a

BRIEF OF COMPLAINANT has been filed in the above captioned proceeding with the Chief Clerk
of the Illinois Commerce Commission, at 527 East Capitol Avenue, Springfield, Illinois 62701.

Please take due notice thereof.


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CERTIFICATION OF SERVICE

Upon this, the fifth day of the sixth month in the year of twenty zero eight (06/05/2008) a

BRIEF OF COMPLAINANT has been served to each person designated on the attached service list
by electronic and/or first class mail of the United States.

Please take due notice thereof.


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